



**NOTICE AND CALL OF SPECIAL MEETING  
OF THE IRWINDALE CITY COUNCIL**

**TO THE MEMBERS OF THE IRWINDALE CITY COUNCIL:**

**NOTICE IS HEREBY GIVEN** that a special meeting of the Irwindale City Council is hereby called to be held on **MONDAY, SEPTEMBER 23, 2019 at 6:30 P.M.** at Irwindale City Hall, 5050 N. Irwindale Avenue, Irwindale, California.

**Said special meeting shall be for the purpose of conducting business in accordance with the attached Agenda.**

**No other business will be discussed.**

**Dated: September 19, 2019**

**"ORIGINAL SIGNED"  
Albert F. Ambriz, Chair**

**AFFIDAVIT OF POSTING**

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the Notice and Call of a Special Meeting of the Irwindale City Council to be held on **MONDAY, SEPTEMBER 23, 2019, at 6:30 p.m.**, at the Irwindale City Council Chambers, 5050 N. Irwindale Avenue, Irwindale, California, to be hand delivered to each Council Member, posted at the City Hall, Library, and Post Office on Thursday, September 19, 2019, and sent by EMAIL to the San Gabriel Valley Tribune on the same date.

**"ORIGINAL SIGNED"  
Laura M. Nieto, MMC  
Chief Deputy City Clerk**



# CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



## AGENDA FOR THE SPECIAL MEETING OF THE

### CITY COUNCIL

ALBERT F. AMBRIZ  
MAYOR

LARRY G. BURROLA  
MAYOR PRO TEM

MARK A. BRECEDA  
COUNCILMEMBER

MANUEL R. GARCIA  
COUNCILMEMBER

H. MANUEL ORTIZ  
COUNCILMEMBER

## SEPTEMBER 23, 2019

5:30 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

### IRWINDALE CITY HALL / COUNCIL CHAMBER

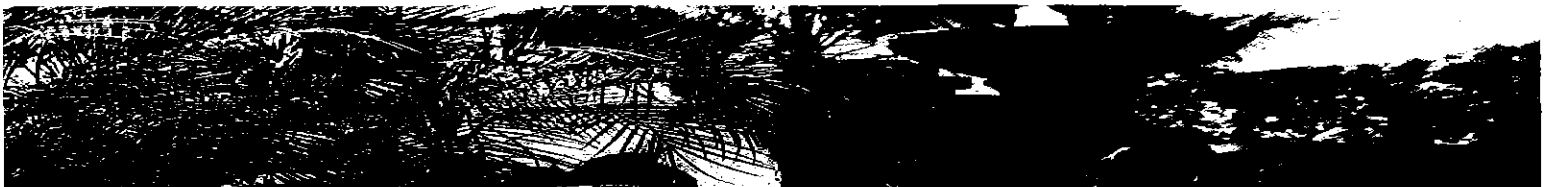
**CLOSED SESSION – CITY HALL CONFERENCE ROOM**  
**REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

**Spontaneous Communications:** The public is encouraged to address the City Council on any matter listed on the agenda. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

**Americans with Disabilities Act:** In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



## Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

*IRWINDALE CITY COUNCIL*



**CLOSED SESSION – 5:30 P.M.**

1. Public Employee Performance Evaluation  
Pursuant to California Government Code Section 54957  
Title: City Manager

**ADJOURN**

**OPEN SESSION – 6:30 P.M.**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;  
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

**SPONTANEOUS COMMUNICATIONS**

Spontaneous communications are limited to the special meeting agenda items only.

**1. CONSENT CALENDAR**

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

**A. Minutes**

None for approval

**B. Warrants/Demands/Payroll**

Recommendation: Approve

- C. Approve Asset Forfeiture budget transfer for purchase of one police administrative vehicle and waive formal bidding procedure

Recommendation: **Adopt Resolution No. 2019-47-3131** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS OF \$41,531 WITHIN THE ASSET FORFEITURE ACCOUNT, WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(f), AND AUTHORIZING THE PURCHASE AND OUTFITTING OF ONE TASK FORCE OFFICER VEHICLE" waiving further reading.

- D. Approval of Plans and Specifications for the Senior Center Interior Remodel Improvements Project; P-971-B

Recommendation - (1) Approve the Senior Center Interior Remodel Improvements Project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for Senior Center Interior Remodel Improvements Project; and (3) authorize staff to solicit bids for construction of the project.

- E. Use of Lark Ellen Welcome Center for Senior Center Programs

Recommendation: (1) **Adopt Resolution No. 2019-50-3134** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MONIES FROM THE GENERAL FUND RESERVES AND AUTHORIZING A JOINT USE AGREEMENT BETWEEN THE CITY OF IRWINDALE AND COVINA-VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF LARK ELLEN WELCOME CENTER FOR SENIOR PROGRAMS" and (2) authorize the City Manager to execute the Agreement, subject to review and approval as to form by the City Attorney.

- F. Amendment No. 1 to Contract Services Agreement with FCG Consultants, Inc. for Construction Management & Inspection, Labor Compliance Oversight, and Material Testing Services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-ramp; P-974

Recommendation: Approve Amendment No. 1 to Contract Services Agreement with FCG Consultants for construction management, inspection, labor compliance oversight, and materials testing services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-ramp (P-974).

- G. Irwindale Community Survey Results Summary

Recommendation: Receive and file the Community Survey Results Summary.

2. NEW BUSINESS
3. PUBLIC HEARINGS
4. CITY MANAGER'S REPORT
5. AGENDA ITEM REQUESTS BY COUNCIL MEMBERS
6. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council to be held on September 25, 2019 be posted at the City Hall, Library, and Post Office on September 19, 2019.

*Laura M. Nieto, MMC*

Laura M. Nieto, MMC  
Chief Deputy City Clerk

# Electronic Payments

September 2019

September 1 - 15, 2019



Reference Number	Vendor Name	Date	Amount
ACH	EDD	9/4/2019	18,393.26
ACH	Federal Tax	9/4/2019	50,130.32
ACH	ICMA	9/12/2019	210.39
ACH	PARS-PT	9/12/2019	904.51
ACH	PARS-FT	9/12/2019	17,206.36
ACH	Nationwide-457 Plan & Trust	9/12/2019	11,261.30
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	9/12/2019	2,317.00
ACH	CalPERS-Medical	9/1/2019	208,918.23
ACH	CalPERS-Medical	9/3/2019	287.11
ACH	CalPERS	9/4/2019	67,999.59
ACH	CalPERS-GASB 68	9/4/2019	2,100.00
ACH	PARS-Public Agency Retirement Services	9/11/2019	5,120.00
507	IJPA Debt Service	9/4/2019	21,200.00
508	CJPIA Excess Pool Reim	9/11/2019	851.55
	Report Total:		<u>406,899.62</u>



# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin  
Printed: 9/18/2019 12:30 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
69488	ALLIAN01	Alliant Insurance Services	09/05/2019	257.00
69489	AMERIFID	American Fidelity Assurance	09/05/2019	4,940.20
69490	AMERIC34	American Fidelity Assurance Co	09/05/2019	1,913.64
69491	AT&T02	AT & T	09/05/2019	31.46
69492	AT&T06	AT & T	09/05/2019	41.80
69493	Ayala01	Leonor Ayala	09/05/2019	531.25
69494	OROSCO05	Rebecca Bardales	09/05/2019	200.00
69495	BLINE01	B-Line Investigations, Inc	09/05/2019	1,654.70
69496	BRAN01	Jeniffer Brannon	09/05/2019	200.00
69497	CAMP02	Jhonnien Campana	09/05/2019	100.00
69498	CITY0F01	City of Pasadena	09/05/2019	10,577.00
69499	PMIDEN	Delta Dental Insurance Company	09/05/2019	1,322.48
69500	ESCOVE	Robert Escovedo Sr.	09/05/2019	300.00
69501	FRAER01	Laura Fraer Snyder	09/05/2019	276.94
69502	FRONT01	Frontier Communications	09/05/2019	54.86
69503	HENSHA01	Ty Henshaw	09/05/2019	783.56
69504	JONES02	Brandi Jones	09/05/2019	927.00
69505	LEDEZMA	Erica Ledezma	09/05/2019	200.00
69506	MCIWOR	MCI Comm Service	09/05/2019	36.27
69507	NEST01	Nestle Waters North America	09/05/2019	334.34
69508	SMART&	Smart & Final	09/05/2019	668.45
69509	TAPIA04	Janell Tapia	09/05/2019	51.00
69510	TORRES04	Norma Torres	09/05/2019	200.00
69511	SCE10	Southern California Edison	09/12/2019	2,125.00
69512	AMERIC34	American Fidelity Assurance Co	09/12/2019	1,913.64
69513	AMERIT	Ameritas Life Insurance Corp	09/12/2019	14,269.44
69514	ARELLA04	Lucia Arellano	09/12/2019	230.00
69515	AZUSALW	Azusa Light & Water	09/12/2019	625.36
69516	OROSCO05	Rebecca Bardales	09/12/2019	50.00
69517	BOUNCE01	Bounce Around	09/12/2019	69.00
69518	CARDEN01	Rudy Cardenas	09/12/2019	150.00
69519	CHEN01	Carol Cheney	09/12/2019	75.00
69520	COSTCO02	Costco Wholesale	09/12/2019	48.81
69521	CPOA	CPOA	09/12/2019	175.00
69522	GASCOM	Gas Company, The	09/12/2019	713.15
69523	GENDRO01	Marie Gendron	09/12/2019	17.00
69524	SOUTHE17	Golden State Water Company	09/12/2019	437.54
69525	GONZAL07	Raymond Gonzales	09/12/2019	75.00
69526	GOVERN05	Government Tax Seminars, LLC	09/12/2019	1,290.00
69527	HOMEDE	Home Depot Credit Services	09/12/2019	323.62
69528	HOYEN	Noelle Hoye	09/12/2019	540.00
69529	IRWIND14	Irwindale Industrial Clinic	09/12/2019	315.00
69530	MARIA01	Ramon Jimenez	09/12/2019	700.00
69531	JIVE01	Jive Communications, Inc.	09/12/2019	166.28
69532	KIM01	Harry Kim	09/12/2019	7.50
69533	LEGAL03	Legal Shield	09/12/2019	80.75
69534	MAREZL	Linda S. Marez	09/12/2019	28.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69535	OPTUM01	OptumRx, Inc.	09/12/2019	41,015.67
69536	PALACI01	Joanna Palacios	09/12/2019	75.00
69537	PEREZ18	Ramon Perez	09/12/2019	200.00
69538	SCFUELS	SC Fuels	09/12/2019	5,100.02
69539	SCE02	Southern California Edison	09/12/2019	25,742.47
69540	TONY01	Tony's Auto Body	09/12/2019	6,223.80
69541	VALLEY01	Valley County Water District	09/12/2019	10,824.82
69542	VALLEY09	Valley View Mutual Water Co.	09/12/2019	72.53
69543	VISION01	Vision Service Plan - (CA)	09/12/2019	4,085.50
69545	CALIFO56	California State Disbursement Unit	09/12/2019	389.42
69546	PETTYC05	City of Irwindale Petty Cash	09/12/2019	682.45
69547	CARQUEST	Carquest	09/12/2019	171.03
69548	DENOVO01	De Novo Planning Group	09/12/2019	17,670.00
69549	KOA01	KOA Corporation	09/25/2019	2,997.20
69550	MERCUR	Mercury Fence Co., Inc.	09/25/2019	875.00
69551	ADVANT	Advantage Ford	09/25/2019	407.09
69552	AECOM01	AECOM Technical Services Inc.	09/25/2019	1,152.27
69553	ALESHIRE	Aleshire & Wynder, LLP	09/25/2019	40,144.18
69554	ALLISO01	Allison Mechanical, Inc	09/25/2019	829.11
69555	AMERI01	American Reliance	09/25/2019	88.24
69556	ARC01	Arc Imaging Resources	09/25/2019	280.34
69557	ARROWA	Arrow Automotive Service	09/25/2019	68.00
69558	AZBUS01	A-Z Bus Sales	09/25/2019	280.00
69559	B&BTIR	B & B Tires Service	09/25/2019	125.00
69560	BAKER01	Baker & Taylor Books	09/25/2019	99.51
69561	BALLOO	Balloons 'N' More	09/25/2019	30.00
69562	BARNEY	Barney's Locksmith Service	09/25/2019	145.00
69563	BEA01	Beador Construction Company, Inc.	09/25/2019	28,992.69
69564	CALIBE01	Caliber Commercial Pool Servic	09/25/2019	1,334.36
69565	CALI22	CAPIO	09/25/2019	85.00
69566	CINTAS	Cintas Corporation #693	09/25/2019	398.70
69567	CONAM 01	Conam Building Co	09/25/2019	9,000.00
69568	CPRSCA	CPRS Park & Recreation	09/25/2019	165.00
69569	DELONG	Delong Unlimited	09/25/2019	476.28
69570	DEMCOI	Demco, Inc.	09/25/2019	205.97
69571	DESIGN04	Design Concepts Consulting, Inc.	09/25/2019	3,060.00
69572	ESRI01	Esri, Inc.	09/25/2019	7,000.00
69573	FCG01	FCG Consultants Inc.	09/25/2019	49,858.55
69574	FEDEX	FedEx	09/25/2019	11.35
69575	FOOTH01	Foothill Communications, LLC	09/25/2019	330.00
69576	Harvey	Harvey Consulting Group, LLC	09/25/2019	3,050.00
69577	HASA01	Hasa Inc.	09/25/2019	830.97
69578	HENKEL01	Henkels & McCoy	09/25/2019	2,190.00
69579	INTELL01	Intelli-tech, Inc.	09/25/2019	2,110.09
69580	INTERS02	Interstate Batteries	09/25/2019	13.14
69581	INTER01	Interwest Consulting Group	09/25/2019	1,960.00
69582	JUSTIRE	Just Tires	09/25/2019	362.47
69583	KEYSTO	Keystone Uniform Depot	09/25/2019	187.20
69584	KJSERV01	KJ Services Enviromental Consulting LLC	09/25/2019	850.00
69585	KOA01	KOA Corporation	09/25/2019	16,599.80
69586	LAOPINIO	La Opinion	09/25/2019	513.25
69587	LAKESH	Lakeshore Learning Materials	09/25/2019	285.93
69588	LANDSC	Landscape Warehouse Inc.	09/25/2019	59.56
69589	MAINTE01	Maintex	09/25/2019	1,376.40
69590	MOUNTA02	Mountain Motorsports	09/25/2019	745.19
69591	OFFICE03	Office Depot	09/25/2019	1,795.94
69592	PAGE01	Page & Turnbull	09/25/2019	4,300.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69593	PROPRINT	Pro Printing, Inc.	09/25/2019	221.47
69594	REDIRE01	Redi-Relief First Aid & Safety, Inc	09/25/2019	113.09
69595	RIGHT01	Right of Way, Inc.	09/25/2019	393.04
69596	ROLY01	Roly's Trucking	09/25/2019	36.00
69597	MARUNA	Masataka Sakaue	09/25/2019	100.87
69598	SANGAB11	San Gabriel Valley Newspaper	09/25/2019	4,148.00
69599	SCFUELS	SC Fuels	09/25/2019	5,008.01
69600	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	09/25/2019	1,887.74
69601	SOCAL03	SoCal SealCoat Solutions, LLC	09/25/2019	124.53
69602	NORTHR	The Northridge Group, Inc.	09/25/2019	4,941.09
69603	URBAN03	Urban Restoration Group US., Inc.	09/25/2019	558.23
69604	WESTCO05	West Coast Arborists, Inc.	09/25/2019	15,785.00

Report Total (116 checks):

381,266.10

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: September 23, 2019

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Approve Asset Forfeiture budget transfer for purchase of one police administrative vehicle and waive formal bidding procedure

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**City Manager's Recommendation:**

Adopt Resolution No. 2019-47-3131 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS OF \$41,531 WITHIN THE ASSET FORFEITURE ACCOUNT, WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(f), AND AUTHORIZING THE PURCHASE AND OUTFITTING OF ONE TASK FORCE OFFICER VEHICLE ," waiving further reading;

Approve the issuance of a purchase order for the procurement of one (1) vehicle; 2019 Chevrolet Traverse FWD V-6.

**Background and Analysis:**

The Police Department is seeking approval for a budget transfer of asset forfeiture funds to purchase and outfit one (1) police Task Force Officer vehicle; 2019 Chevrolet Traverse FWD V-6.

Police Task Force cars are used in a variety of circumstances. Most importantly, they are used for the covert surveillance of narcotic activity. The vehicle purchased under this request will be assigned to the recently assigned Task Force Officer assigned to work with the Southwest Borders Drug Enforcement Administration team.

Irwindale Municipal Code section 3.44.080(f), defines when a purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the State of California or by the federal government within the previous three hundred sixty-five days (one year); The following reason is what makes this product fall within this municipal code section:

National Auto Fleet Group was awarded the 4 year master vehicle contract #120716-NAF that is valid from January 17, 2017 through January 17, 2021, from Sourcewell (Formerly

known as NJPA), based off a formal bid procedure for a 2019 Chevrolet Traverse vehicle. Wondries Fleet Group – a member of the National Auto Fleet Group, is offering Irwindale the 2019 model at the national contract price. This bidding procedure and cost break is available for the City of Irwindale to utilize and is within the one year requirement per IMC 3.44.080(f).

This purchase is for the vehicle (\$31,531 rounded) and outfitting the vehicle (not to exceed \$10,000) with emergency lighting equipment, radios, computers, and public safety supplies.

**Fiscal Impact:**

There will be no fiscal impact to the General Fund, as the City of Irwindale will use asset forfeiture funds to purchase the vehicle. A budget transfer of \$41,531 will be made from asset forfeiture funds already appropriated within the account to the asset forfeiture vehicle account. Sufficient funds exist for this purchase.

Vehicle Cost:	\$31,531
Safety Equipment	\$10,000
 Total asset forfeiture transfer	 \$41,531

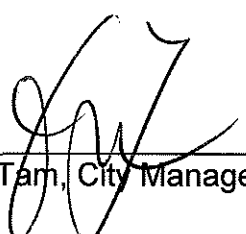
**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

**Prepared By/Contact:** Ty Henshaw, Chief of Police

**Phone:** (626) 430-2234

  
\_\_\_\_\_  
William Tam, City Manager

**Attachment(s):** Resolution 2019-47-3131  
National Auto Fleet Group quote dated September 5, 2019

**RESOLUTION NO. 2019-47-3131**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS  
OF \$41,531 WITHIN THE ASSET FORFEITURE ACCOUNT, WAIVING  
FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL  
CODE SECTION 3.44.080(f), AND AUTHORIZING THE PURCHASE  
AND OUTFITTING OF ONE POLICE TASK FORCE OFFICER VEHICLE**

**WHEREAS**, properly functioning police vehicles are vital to providing basic community crime prevention to the citizens of Irwindale and currently the police department is in need of purchasing one (1) police Task Force Officer vehicle to focus on the battle against the growing threat of dangerous drug use to the citizens of Irwindale; and

**WHEREAS**, police Task Force Officer vehicles are used in a variety of circumstances. Most importantly, they are used for the covert surveillance of narcotic activity, and a budget transfer within Asset Forfeiture will be used to purchase and outfit the vehicle; and

**WHEREAS**, Section 3.44.080(F) of the Irwindale Municipal Code provides for waiving of the formal bidding process when a purchase is beneficial to the interest of the City and is from a supplier who has been awarded a specific item in a contract resulting from a formal competitive bid process by another governmental agency within the State of California or by the federal government within the previous three hundred sixty-five days (one year); and

**WHEREAS**, National Auto Fleet Group was awarded the government fleet contract through Sourcewell (formally National Joint Powers Alliance (NJPA)) based off a formal bid procedure that is valid from January 17, 2017 through January 17, 2021;

**NOW, THEREFORE**, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

**SECTION 1.** Approval of a budget transfer within asset forfeiture account in the amount of \$41,531 for the purchase and outfitting of (1) one police Task Force Officer vehicle.

**SECTION 2.** That it would be in the best interest of the City to forego with bidding, utilizing the government purchase order established by the Sourcewell contract thus waiving the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(F).

**SECTION 3.** That the issuance of a purchase order for the purchase of (1) one police Task Force Officer vehicle is authorized.

**SECTION 4.** The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

**PASSED, APPROVED AND ADOPTED** this 23<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Albert F. Ambriz, Mayor

ATTEST:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES       } ss.  
CITY OF IRWINDALE             }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-47-3131 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 23<sup>rd</sup> day of September, 2019, by the following vote:

AYES:                   Councilmembers:

NOES:                   Councilmembers:

ABSTAIN:               Councilmembers:

ABSENT:                Councilmembers:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

September 5, 2019

Chief. Ty Henshaw  
Irwindale Police Department  
5050 N Irwindale Blvd  
Irwindale, Ca 91706

Delivery Via Email

Dear Chief Henshaw,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Irwindale, new/unused 2019 Chevrolet Traverse FWD V-6 (1NB56), responding to your requirement with the attached specifications for \$ 28,787.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF

Selling Price	28,787.00
Sales tax 9.5%	2,734.76
Tire Tax	8.75
Total	31,530.51

Delivery 15-30 days ARO  
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-656-8431 O  
714-2641867 C  
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[Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)





Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS



## **Wondries Fleet Group / National Auto Fleet Group**

### **Prepared By:**

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✓ Complete)

## Selected Model and Options

### MODEL

CODE	MODEL
1NB56	2019 Chevrolet Traverse FWD 4dr LS w/1LS

### COLORS

CODE	DESCRIPTION
G9K	Satin Steel Metallic (Not available on L.)

### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1LS	LS Preferred Equipment Group Includes Standard Equipment	0.00 lbs	0.00 lbs

### SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AR9	Seats, front bucket (STD)	0.00 lbs	0.00 lbs

### PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G9K	Satin Steel Metallic (Not available on L.)	0.00 lbs	0.00 lbs

### SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H1T	Jet Black, Premium Cloth seat trim	0.00 lbs	0.00 lbs

### RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOA	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen and AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)	0.00 lbs	0.00 lbs

### ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)	0.00 lbs	0.00 lbs

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9171, Data updated Sep 3, 2019 10:10:00 PM PDT

Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

**TRANSMISSION**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
M3V	Transmission, 9-speed automatic (STD)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - LPO**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PDH	LPO, Interior Protection Package includes (VAV) first and second row all-weather floor mats, LPO, (VKN) third row all-weather floor mats, LPO and (VLI) all-weather cargo mat, LPO (Not available with (PDF) Floor Liner Package, LPO or (WH6) horizontal cargo net, LPO.)	0.00 lbs	0.00 lbs
SFZ	LPO, Black bowtie emblems, front and rear (Included with (PDM) Black Accent Package, LPO or (PDB) Blackout Package, LPO. Not available separately when (PDM) Black Accent Package, LPO or (PDB) Blackout Package, LPO are ordered.)	0.00 lbs	0.00 lbs
VAV	LPO, All-weather floor mats, first and second row (Included and only available with (PDH) Interior Protection Package, LPO.)	0.00 lbs	0.00 lbs
VKN	LPO, All-weather floor mats, third row (Included and only available with (PDH) Interior Protection Package, LPO.)	0.00 lbs	0.00 lbs
VLI	LPO, All-weather cargo mat (Included and only available with (PDH) Interior Protection Package, LPO.)	0.00 lbs	0.00 lbs

**WHEELS**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum (STD)	0.00 lbs	0.00 lbs

**TIRES**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QO5	Tires, P255/65R18 all-season blackwall (STD)	0.00 lbs	0.00 lbs

**EMISSIONS**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs

<b>Options Total</b>	<b>0.00 lbs</b>	<b>0.00 lbs</b>
----------------------	-----------------	-----------------

Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

## Standard Equipment

### Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)  
Transmission, 9-speed automatic (STD)  
E10 Fuel capable  
Engine control, stop-start system  
Traction Mode Select  
Axle, 3.49 final drive ratio  
Front wheel drive  
Battery, heavy-duty 600 cold-cranking amps  
Alternator, 170 amps  
GVWR, 6160 lbs. (2800 kg)  
Suspension, Ride and Handling  
Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear  
Electric Parking Brake  
Capless fuel fill  
Tool kit, road emergency

### Exterior

Wheels, 18" (45.7 cm) Bright Silver painted aluminum (STD)  
Tires, P255/65R18 all-season blackwall (STD)  
Wheel, spare, 18" (45.7 cm) steel  
Tire, compact spare, T135/70R18, blackwall  
Active aero shutters, upper and lower  
Moldings, Black bodyside  
Moldings, rocker, Black  
Headlamps, high intensity discharge  
Headlamps, automatic on/off  
Taillamps, LED  
Mirror caps, Black painted  
Mirrors, outside heated power-adjustable, Black, manual-folding  
Glass, deep-tinted  
Wipers, front intermittent with washers  
Wiper, rear intermittent with washer

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Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

## Exterior

Door handles, body-color

Liftgate, rear manual

## Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen and AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

USB ports

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Active Noise Cancellation

## Interior

Seating, 8-passenger (2-3-3 seating configuration)

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seats, third row 60/40 split-bench, manual-folding

Head restraints, front, 2-way adjustable

Head restraints, second and third row outboard, 2-way manual-folding

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor covering, color-keyed carpeting

Floor mats, color-keyed all rows

Steering wheel, urethane

Steering column, tilt

Steering wheel controls, mounted controls for audio, phone and cruise

Display, 3.5" driver instrument information, monochromatic

Compass display, digital

Windows, power, with driver and front passenger Express-Down

Door locks, power programmable with lockout protection

Keyless Open, includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, electrical, unauthorized entry

Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

### Interior

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Heater ducts, 2nd row

Mirror, inside rearview manual day/night

Umbrella holders, driver and front passenger doors

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature

Cup holders, 10 total

Cargo storage, tray under rear floor

### Safety-Mechanical

StabiliTrak, stability control system with traction control

### Safety-Exterior

Daytime Running Lamps, LED

### Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and head curtain side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Rear Vision Camera

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats

Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

### Safety-Interior

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

### WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit



Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

## Window Sticker

### SUMMARY

[Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS

Interior: Jet Black, Premium Cloth seat trim

Exterior 1: Satin Steel Metallic

Exterior 2: No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

### OPTIONS

CODE	MODEL	MSRP
1NB56	[Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS	
	<b>OPTIONS</b>	
1LS	LS Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
G9K	Satin Steel Metallic	\$0.00
H1T	Jet Black, Premium Cloth seat trim	\$0.00
IOA	Audio system, Chevrolet Infotainment System	\$0.00
LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00
PDH	LPO, Interior Protection Package	
PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum	\$0.00
QO5	Tires, P255/65R18 all-season blackwall	\$0.00
SFZ	LPO, Black bowtie emblems, front and rear	
VAV	LPO, All-weather floor mats, first and second row	Inc.
VKN	LPO, All-weather floor mats, third row	Inc.
VLI	LPO, All-weather cargo mat	Inc.
YF5	Emissions, California state requirements	\$0.00
<b>SUBTOTAL</b>		
	Adjustments Total	\$0.00
	Destination Charge	
	<b>TOTAL PRICE</b>	

### FUEL ECONOMY

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Vehicle: [Fleet] 2019 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

Est City:18 MPG

Est Highway:27 MPG

Est Highway Cruising Range:523.80 mi

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: September 23, 2019  
To: Honorable Mayor and Members of the City Council  
From: William K. Tam, City Manager  
Issue: Approval of Plans and Specifications for the Senior Center Interior Remodel Improvements Project; P-971-B

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**City Manager's Recommendation:**

That the City Council (1) approve the Senior Center Interior Remodel Improvements Project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for Senior Center Interior Remodel Improvements Project; and (3) authorize staff to solicit bids for construction of the project.

**Background and Analysis:**

The Senior Center Improvement Project was originally identified in the City's 2017/2018 Capital Improvement Program to provide improvements to the interior and exterior of the existing Senior Center. These improvements were identified in the City Facilities portion of the Americans with Disabilities (ADA) Transition Plan.

The plans and specifications for this project were approved by the City Council on September 26, 2018 and were advertised for construction shortly thereafter.

On December 12, 2018, the City rejected all bids received on November 8, 2018 and authorized staff to modify the plans and specifications to create separate phases for the project and re-advertise the separate phases.

The project has been separated into two (2) phases; the Senior Center and Chamber of Commerce Exterior Improvements Project (Phase I) and the Senior Center Interior Remodel Improvements Project (Phase II).

On August 14, 2019, the City awarded the contract for Phase I, the Senior Center and Chamber of Commerce Exterior Improvements Project.

Therefore, Phase II, the Senior Center Interior Remodel Improvements Project, presented here is modified from the original project scope. The original scope of work for this project included the improvements in accordance with the Accessibility Standards such as the reconfiguration of restrooms stalls; replacement of all restrooms fixtures; removal and replacement (R & R) of the dancing/dining/stage floor and of the public counter; back door

access with connection to the Senior Center front desk, and was subject to additional modifications to fit the added scope of work.

In addition to the original scope of work, the modifications to the improvements of the interior remodeling include: painting of all interior walls and ceilings as needed, R & R of the flooring for the entire building, R & R of electrically operated sliding front doors, lighting improvements in the Billiards and the Tai Chi rooms, installation of new ceiling fans in several rooms, electronic automatic access to the back door, audio system upgrade, visual/video system installation, new counter and/or cabinets in the break room and the computer room, installation of a coffee bar and mobile phone charging station by the alcove, as well as other minor appurtenant improvements as shown on the plans.

The modifications to the original scope of work mentioned above were requested by the Senior Center's Manager and Staff to meet the social, recreational and service needs of their patrons. These modifications will also help to accommodate all the year-round programs and arranged activities for the City's senior community as well as to meet the requirements of the City's facility maintenance program.

A set of the plans and specifications are available for review in the City Engineer's office. Upon approval by City Council, this project will be advertised in October 2019. It is expected that the award of this contract be scheduled for City Council consideration in November 2019.

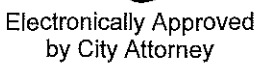
This project is considered categorically exempt as it falls under Section 15301 (a) of CCR, Title 14 "Guidelines for California Environmental Quality Act." - "Operation, repair, and maintenance of existing facilities."

**Fiscal Impact:**

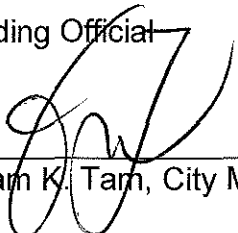
Funding for this project has been budgeted in the FY 2018/19 CIP Budget, and is carried forward into the FY 2019/20 CIP Budget.

**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)  
Electronically Approved  
by City Attorney

**Prepared By/Contact:** Francisco Carrillo, Construction Compliance Manager  
**Phone:** (626) 430-2251  
**Reviewed By:** Arsanius Hanna, City Engineer/Building Official

  
William K. Tam, City Manager

**Attachment(s):** None

- ☒ City Council  
☐ Successor Agency  
☐ Housing Authority  
☐ Reclamation Authority  
☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: September 23, 2019  
 To: Honorable Mayor and Members of the City Council  
 From: William K. Tam, City Manager  
 Issue: Use of Lark Ellen Welcome Center for Senior Center Programs

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**City Manager's Recommendation:**

It is recommended that the City Council:

1. Approve Resolution No. 2019-50-3134, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MONIES FROM THE GENERAL FUND RESERVES AND AUTHORIZING A JOINT USE AGREEMENT BETWEEN THE CITY OF IRWINDALE AND COVINA-VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF LARK ELLEN WELCOME CENTER FOR SENIOR PROGRAMS, and
2. Authorize the City Manager to execute the Agreement, subject to review and approval as to form by the City Attorney.

**Background**

The Engineering Department is currently working on plans and specifications for the Senior Center ("Center") Interior Remodel Improvements Project ("Project"). This scope of the Project will result in the temporary closure of the Center. In order to allow the Center to continue to offer programs to our older generation community and minimize the impact to the classes offered by the Center, staff has negotiated the use of the Lark Ellen Welcome Center located at 4555 North Lark Ellen, Covina, CA 91702 ("Site"). This Site is owned by Covina-Valley Unified School District ("C-VUSD") and was recently used by the City of Covina for senior center programing while Covina built a new senior center facility. Staff is recommending that the City Council authorize the execution of the Agreement and appropriate \$18,200.00 (including a contingency) for use of the Site, including part-time janitorial service to be provided by C-VUSD. This amount includes \$1,500 for IT to purchase a Fortinet firewall and data connection service.

It is estimated that the Project will take approximately four months to complete. The C-VUSD has determined the monthly amount to be paid by the City for use of the Site is \$1,500 per month, or a total of \$6,000. Additionally, staff is requesting C-VUSD to provide part-time janitorial service five days a week for 13 weeks, for a total of \$7,412.44. There is also a cost for the paper goods and cleaning supplies of \$125 per week for 13 weeks, for a total of \$1,625. The janitorial services provided will be performed in the morning and include cleaning the restrooms, vacuuming the offices and classrooms, and mopping

the auditorium floor. Staff will be responsible for providing upkeep of the facility throughout the course of the day and will restock restroom supplies as needed. The table below illustrates the total costs estimated for the temporary use of the Site.

Use of Lark Ellen Site	4 month @ \$1,500/month	\$ 6,000.00
C-VUSD P/T Janitorial Services	18.75 hrs/week x 13 weeks x \$30.41/hr	\$ 7,412.44
C-VUSD Paper Goods and Cleaning Supplies	\$125/week x 13 weeks	\$ 1,625.00
IT - Firewall and Data Service		<u>\$ 1,500.00</u>
		\$ 16,537.44
Contingency (10%)		<u>\$ 1,662.56</u>
Total		\$ 18,200.00

This Site is ideal to use as a temporary facility for the Center due to its close proximity, large auditorium, and classroom setting. The Site is approximately 1.7 miles away from the Center. The auditorium will be used for the daily lunch program, exercise classes, and dance classes. The classrooms will allow staff to offer many of the classes and activities enjoyed by the Center's customers. Due to the Site configuration, the pool tables will not be relocated to the Site and the Center will not be able to offer computer classes. Customers who need to use a computer will be encouraged to use the public computers at the Irwindale Public Library.

The Center will be closed beginning the week of December 16, 2019. As of December 16<sup>th</sup>, staff will begin the moving process. The Center will be closed for the holiday closure beginning Monday, December 23, 2019 through and including Friday, January 3, 2020. On Monday, January 6, 2020 the Site will open and classes, activities, and the nutritional lunch program will resume at the Site.

During the closure of the Center, transportation services will continue. In addition, staff is currently working on a schedule to include regular pickups and drop-offs to the Site. Once the schedule has been finalized, it will be posted at the center and distributed to customers who frequently use this service.

Once the Use Agreement has been approved, staff will post signs regarding the temporary move. All flyers for programs, activities, and events will also identify the temporary move location.

### **Fiscal Impact:**

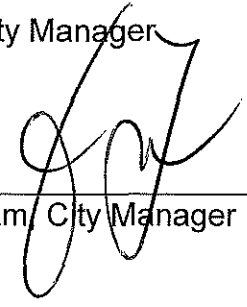
The above analysis reflects an additional cost of \$18,200.00 for the use of the Lark Ellen Welcome Center, including janitorial services and IT services, to temporarily utilize this location while the Irwindale Senior Center is being renovated. Staff is recommending that Council appropriate this funding from the General Fund Reserves.

### **Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

**Prepared By/Contact:** Theresa Olivares, Assistant City Manager  
**Phone:** (626) 430-2294

  
\_\_\_\_\_  
William Tam, City Manager

**Attachment:**

1. Resolution No. 2019-30-3134
2. Joint Use Agreement Between the City of Irwindale and Covina-Valley Unified School District for Use of Lark Ellen Welcome Center for Senior Programs

**RESOLUTION NO. 2019-50-3134**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
APPROPRIATING MONIES FROM THE GENERAL FUND RESERVES AND  
AUTHORIZING A JOINT USE AGREEMENT BETWEEN THE CITY OF IRWINDALE AND  
COVINA-VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF LARK ELLEN  
WELCOME CENTER FOR SENIOR PROGRAMS**

**WHEREAS**, the plans and specifications are currently being worked on for the Senior Center Interior Remodel Improvement Project ("Project"); and

**WHEREAS**, the Project will result in the temporary closure of the Irwindale Senior Center ("Center"), impacting the classes, events, activities, and transportation services offered to the Center's customers; and

**WHEREAS**, staff has secured the use of the Lark Ellen Welcome Center located at 4555 North Lark Ellen, Covina, CA 91702 ("Site") as a suitable relocation site to temporarily relocate the Center and provide for the continuation of senior programming; and

**WHEREAS**, the Site is owned by Covina-Valley Unified School District ("C-VUSD") and C-VUSD is willing to allow the City use the Site for offer senior programs; and

**NOW, THEREFORE**, the City Council of the City of Irwindale does hereby find and determine as follows:

**SECTION 1.** The City approves the Joint Use Agreement Between the City of Irwindale and Covina-Valley Unified School District for use of the Lark Ellen Welcome Center for Senior Programs.

**SECTION 2.** The City appropriates \$18,200.00 from the general reserves fund.

**SECTION 3.** The Chief Deputy City Clerk shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

**SECTION 4.** The City Manager and/or any authorized officers are hereby authorized to take such actions, perform such acts as may be necessary to implement this Resolution.



**PASSED, APPROVED, AND ADOPTED** this 23<sup>rd</sup> day of September 2019.

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Albert F. Ambriz, Mayor

ATTEST

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

STATE OF CALIFORNIA       }  
COUNTY OF LOS ANGELES   } ss.  
CITY OF IRWINDALE        }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-50-3134 was adopted at a regular meeting of the City of Irwindale held on September 23, 2019, by the following vote:

AYES:           Councilmembers:

NOES:           Councilmembers:

ABSENT:        Councilmembers:

ABSTAIN:       Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

JOINT USE AGREEMENT BETWEEN  
THE CITY OF IRWINDALE AND COVINA-VALLEY UNIFIED SCHOOL  
DISTRICT FOR USE OF LARK ELLEN WELCOME CENTER FOR  
SENIOR PROGRAMS

This Joint Use Agreement ("Agreement") is dated July 24, 2019 ("Effective Date") and is between the City of Irwindale, a California municipal corporation ("City") and Covina-Valley Unified School District, a political subdivision of the State of California ("District"). City and District are sometimes individually referred to as ("Party") and collectively as ("Parties") in this Agreement.

**RECITALS**

A. The City desires to utilize the property known as Lark Ellen Welcome Center, 4555 North Lark Ellen, Covina, CA 91723 depicted on **Exhibit A**, to conduct Senior Programming while the City is constructing a new Senior Center.

B. The District is agreeable to permitting the City to use the rooms described on **Exhibit B** and/or Section 7(a) below at the Lark Ellen Welcome Center during weekdays and Saturdays as scheduled and approved by the District as hereinafter provided.

C. Pursuant to California Education Code, section 17527, *et seq.*, District is authorized to enter into agreements to make classrooms or other space on school campuses available to governmental units for rent or lease for less than fair market value in accordance therewith, as long as such use does not interfere with the educational programs at the site.

The Parties therefore agree as follows:

1. **Term of Agreement.** The term of this agreement shall be from December 16, 2019 through June 30, 2020, unless sooner terminated through mutual agreement of City and District.
2. **Superintendent Authority.** District authorizes its Superintendent ("Superintendent") or his authorized representative to give all consents and approvals hereunder and to enter into non-substantial amendment hereof.
3. **City Manager Authority.** City authorizes its City Manager ("City Manager") or his authorized representative to give all consents and approvals hereunder and to enter into non-substantial amendment hereof.
4. **Utilities.** District shall provide and pay for utilities, including gas, water and electrical for the property. The City shall be energy conscious in its use of the facility. The City, at its expense, shall provide telephone/internet services for City staff and programs.
5. **Compensation.** City shall pay District a sum equal to one thousand five hundred dollars (\$1,500.00) per calendar month.

6. **Payment.** District shall submit to City an invoice, on a monthly basis or less frequently, for lease payment pursuant to this Agreement for such times as the City actually occupies and/or uses the Designated Rooms. No payment shall be due for months when the City does not use and/or occupy the Designated Rooms. City shall pay all invoice amounts within thirty (30) calendar days after receipt.

7. **City's Use.** The Designated Rooms shall be used by the City for municipal recreation senior programs. City shall use good faith efforts to ensure proper standards of conduct and safety during its use.

A. Designated rooms include the Kitchen, Cafeteria/Auditorium, Restrooms, outdoor area adjacent to classrooms, parking lot, Kindergarten Room, Classrooms 3, 4, 5, and 6. The City will utilize the east gate entrance to access the designated rooms.

B. District shall make the designated rooms available for the City during the hours mutually agreed upon by the District and the City, but the District's agreement to hours proposed by City will not be unreasonably withheld or delayed. The intended use of the Designated Rooms is from 8 am to 4:30 pm weekdays. The District will provide the City with four (4) sets of keys to the facility.

C. Nature of Relationship – This Agreement does not create and will not be construed as creating a partnership, joint venture, or employment relationship between the Parties, and nothing contained herein will cause or be construed as causing the City or the District to be the employee, agent, or representative of each other's Party. Neither party will make any warranties and/or representations, or incur any obligations whatsoever, on behalf of or in the name of the other Party. The City is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The City's officers, officials, employees and agents shall at all times during the term of this City be under the exclusive control of the City. The District cannot control the conduct of the City or any of its officers, officials, employees or agents. The City and its officers, officials, employees, and agents shall not be deemed to be employees of the District.

D. The City has requested to contract with the district for janitorial services, and will be billed the fully burdened weight of the employee for all hours worked in the Designated Rooms and support areas.

E. The City will be responsible for the purchase of supplies such as toilet paper, paper towels, toilet seat covers, and hand soap in connection with the use of the designated rooms.

F. The City's use of amplified equipment is authorized, with the understanding that the sound shall not project beyond the bounds of the facility to create a material intrusion on the adjacent residential areas.

G. All costs for repairs to the designated rooms at Lark Ellen Elementary School, that occur solely as a result of the City's senior programming, will be paid for by the City.

8. **Joint Use Findings.** The Board of Education hereby confirms that this Joint Use Agreement and the City's use of the Designated Rooms for the City's senior programming do not as of the Effective Date and will not: (1) interfere with the educational programs or activities of the District or any school or class conducted on the Site or in any building; (2) unduly disrupt the residents in the surrounding neighborhoods; or (3) jeopardize the safety of the students at the Site.

9. **Safe and Productive Environment**

The City will:

A. Abide by District rules and regulations while on site after they are delivered in writing to City.

B. Ensure that all City staff, instructors, and volunteers are properly screened through DOJ (Live Scan) procedures.

C. Report all incidents to include, but not limited to emergencies, injuries, to person or property (and will be responsible for reporting to appropriate authorities).

10. **Indemnification of District by City.** City agrees to defend, indemnify and hold harmless the District, its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, personal injury, death or property damage, arising from or connected with City's operations or activities pursuant to this Agreement, including any Workers' Compensation suits, liability, or expense arising from or connected with services provided on behalf of City by any person pursuant to, or as a result of, this Agreement. City's duty to indemnify District shall survive the expiration or other termination of this Agreement.

11. **Indemnification of City by District.** District agrees to defend, indemnify, and hold harmless the City its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, personal injury, death or property damage, arising from or connected with District's operations or activities, including any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of District by any person pursuant to, or as a result of, this Agreement. District's duty to indemnify City shall survive the expiration or other termination of this Agreement.

12. **Insurance.** The parties hereto shall provide insurance coverage in the amounts and in accordance with the terms specified in this Section. Either or both of the parties may elect to self-insure all or any part of its obligations pursuant to this Agreement.

A. Without limiting each party's indemnification of the other, each party shall provide and maintain throughout the term of this Agreement, at its own expense, the following insurance coverages. Each party's insurance or self-insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other party.

B. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent for self-insured entities) with limits of not less than the following:

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$1 million
Personal & Advertising Injury:	\$1 million
Each Occurrence:	\$5 million

(2) Auto Liability insurance (written ISO policy form CA 00 01 or its equivalent for self-insured entities) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or cover for "any auto."

(3) Workers' Compensation and Employers Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, for which each party is responsible. In all cases, the above insurance also includes Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

**13. Failure to Maintain Coverage.** Failure by either party to maintain the required insurance or self-insurance or to provide evidence of insurance or self-insurance as required pursuant to this Agreement shall constitute a material breach of this Agreement.

Notification of Incidents, Claims or Suits: Each party shall report to the other:

A. Any accident or incident relating to activities undertaken pursuant to this Agreement that involve injury or property damage that may result in the filing of a claim or lawsuit against the City and/or District. Such report shall be made in writing within twenty-four (24) hours of occurrence.

B. Any third-party claim or lawsuit filed against either party arising from or related to activities undertaken pursuant to this Agreement.

**14. Evidence of Insurance.** Each party shall deliver Certificate(s) or other evidence of coverage to the other at the following addresses:

To City: City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706  
Attention: Assistant City Manager

To District: Covina-Valley Unified School District  
519 East Badillo Street  
Covina, CA 91723  
Attention: Chief Business Officer

Such certificate(s) or other evidence of coverage shall be required prior to commencing activities pursuant to this Agreement and shall:

- 1) Specifically identify this Agreement.
- 2) Provide clear evidence of all coverages required in this Agreement.
- 3) Contain the express condition that each party is to be given written notice by mail at least thirty (30) days in advance of cancellation, termination, or change in limits of any policies evidenced on the certificate.
- 4) Include copies of the additional insured endorsement to the general liability policy, showing the other party as an additional insured for all activities arising from this Agreement. If self-insurance is utilized, in lieu of an additional insured endorsement form, this Agreement shall confirm the other party shall be considered to be an additional covered party under such self-insurance coverage.

Insurer Financial Ratings: Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII unless otherwise approved by the other party.

15. **Attorneys' Fees and Costs.** If legal action is brought by either party to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, costs, and expenses.

16. **Notices.** All notices or other correspondence sent or required to be sent pursuant to this Agreement shall be in writing and shall be delivered by certified United States mail, postage prepaid, and addressed to the party or parties as indicated in this Section or by reputable overnight delivery service (such as Federal Express). Any such notice or other correspondence shall be deemed to have been given to the receiving party one (1) business day after delivery to the messenger service for overnight delivery, or the date of delivery or first attempted delivery shown on the return receipt. Any party indicated in this Section may change its address, the person to whom attention shall be directed, by giving notice to the other parties as provided above. Notices or correspondence required or given pursuant to this Agreement shall be addressed as follows:

To City: City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706  
Attention: Assistant City Manager

To District: Covina-Valley Unified School District  
519 East Badillo Street  
Covina, CA 91723  
Attention: Chief Business Officer

17. **Amendments.** This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the City and District.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force or effect.

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

CITY OF IRWINDALE

By: \_\_\_\_\_  
Albert F. Ambriz, Mayor,  
City of Irwindale

ATTEST:

By: \_\_\_\_\_  
Laura Nieto,  
Chief Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_  
Fred Galante, City Attorney

District:

COVINA-VALLEY UNIFIED SCHOOL  
DISTRICT

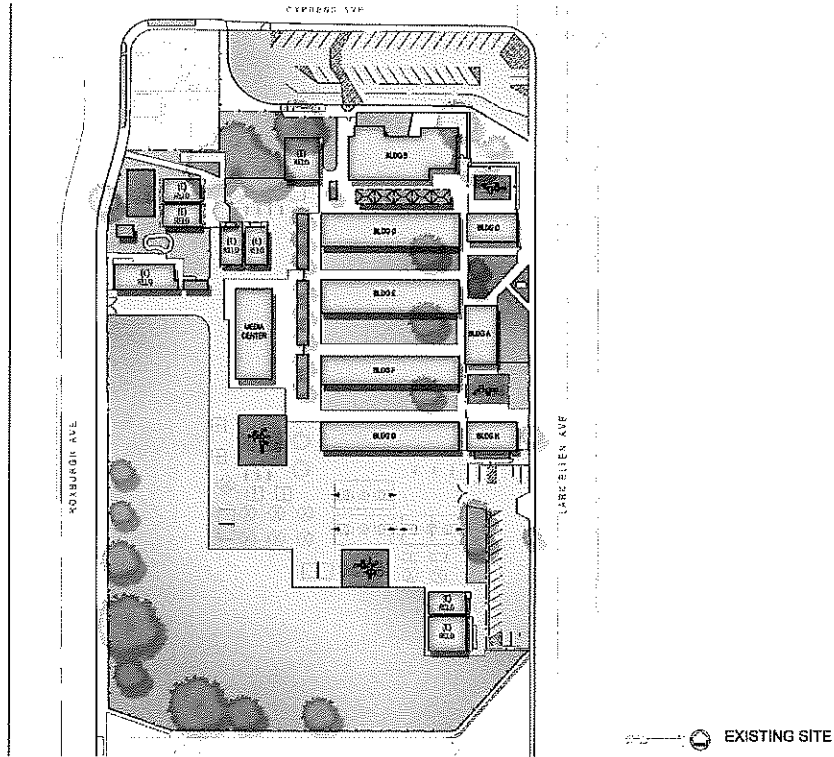
By: \_\_\_\_\_  
Sue L. Maulucci, President,  
Board of Education

ATTEST:

By: \_\_\_\_\_  
Robert McEntire,  
Chief Business Officer

# Exhibit A

## School Map



**LARK ELLEN ELEMENTARY SCHOOL**  
COVINA VALLEY UNIFIED SCHOOL DISTRICT



## **Exhibit B**

### **Designated Rooms**

1. Cafeteria/Auditorium
2. Kitchen
3. Restrooms
4. Outdoor area adjacent to classrooms
5. Parking Lot
6. Kindergarten Room
7. Rooms 3, 4, 5, and 6

The City will utilize the east gate entrance to access the designated rooms.

JOINT USE AGREEMENT BETWEEN  
THE CITY OF IRWINDALE AND COVINA-VALLEY UNIFIED SCHOOL  
DISTRICT FOR USE OF LARK ELLEN WELCOME CENTER FOR  
SENIOR PROGRAMS

This Joint Use Agreement ("Agreement") is dated July 24, 2019 ("Effective Date") and is between the City of Irwindale, a California municipal corporation ("City") and Covina-Valley Unified School District, a political subdivision of the State of California ("District"). City and District are sometimes individually referred to as ("Party") and collectively as ("Parties") in this Agreement.

**RECITALS**

A. The City desires to utilize the property known as Lark Ellen Welcome Center, 4555 North Lark Ellen, Covina, CA 91723 depicted on **Exhibit A**, to conduct Senior Programming while the City is constructing a new Senior Center.

B. The District is agreeable to permitting the City to use the rooms described on **Exhibit B** and/or Section 7(a) below at the Lark Ellen Welcome Center during weekdays and Saturdays as scheduled and approved by the District as hereinafter provided.

C. Pursuant to California Education Code, section 17527, *et seq.*, District is authorized to enter into agreements to make classrooms or other space on school campuses available to governmental units for rent or lease for less than fair market value in accordance therewith, as long as such use does not interfere with the educational programs at the site.

The Parties therefore agree as follows:

1. **Term of Agreement.** The term of this agreement shall be from December 16, 2019 through June 30, 2020, unless sooner terminated through mutual agreement of City and District.
2. **Superintendent Authority.** District authorizes its Superintendent ("Superintendent") or his authorized representative to give all consents and approvals hereunder and to enter into non-substantial amendment hereof.
3. **City Manager Authority.** City authorizes its City Manager ("City Manager") or his authorized representative to give all consents and approvals hereunder and to enter into non-substantial amendment hereof.
4. **Utilities.** District shall provide and pay for utilities, including gas, water and electrical for the property. The City shall be energy conscious in its use of the facility. The City, at its expense, shall provide telephone/internet services for City staff and programs.
5. **Compensation.** City shall pay District a sum equal to one thousand five hundred dollars (\$1,500.00) per calendar month.

6. **Payment.** District shall submit to City an invoice, on a monthly basis or less frequently, for lease payment pursuant to this Agreement for such times as the City actually occupies and/or uses the Designated Rooms. No payment shall be due for months when the City does not use and/or occupy the Designated Rooms. City shall pay all invoice amounts within thirty (30) calendar days after receipt.

7. **City's Use.** The Designated Rooms shall be used by the City for municipal recreation senior programs. City shall use good faith efforts to ensure proper standards of conduct and safety during its use.

A. Designated rooms include the Kitchen, Cafeteria/Auditorium, Restrooms, outdoor area adjacent to classrooms, parking lot, Kindergarten Room, Classrooms 3, 4, 5, and 6. The City will utilize the east gate entrance to access the designated rooms.

B. District shall make the designated rooms available for the City during the hours mutually agreed upon by the District and the City, but the District's agreement to hours proposed by City will not be unreasonably withheld or delayed. The intended use of the Designated Rooms is from 8 am to 4:30 pm weekdays. The District will provide the City with four (4) sets of keys to the facility.

C. Nature of Relationship – This Agreement does not create and will not be construed as creating a partnership, joint venture, or employment relationship between the Parties, and nothing contained herein will cause or be construed as causing the City or the District to be the employee, agent, or representative of each other's Party. Neither party will make any warranties and/or representations, or incur any obligations whatsoever, on behalf of or in the name of the other Party. The City is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The City's officers, officials, employees and agents shall at all times during the term of this City be under the exclusive control of the City. The District cannot control the conduct of the City or any of its officers, officials, employees or agents. The City and its officers, officials, employees, and agents shall not be deemed to be employees of the District.

D. The City has requested to contract with the district for janitorial services, and will be billed the fully burdened weight of the employee for all hours worked in the Designated Rooms and support areas.

E. The City will be responsible for the purchase of supplies such as toilet paper, paper towels, toilet seat covers, and hand soap in connection with the use of the designated rooms.

F. The City's use of amplified equipment is authorized, with the understanding that the sound shall not project beyond the bounds of the facility to create a material intrusion on the adjacent residential areas.

G. All costs for repairs to the designated rooms at Lark Ellen Elementary School, that occur solely as a result of the City's senior programming, will be paid for by the City.

8. **Joint Use Findings.** The Board of Education hereby confirms that this Joint Use Agreement and the City's use of the Designated Rooms for the City's senior programming do not as of the Effective Date and will not: (1) interfere with the educational programs or activities of the District or any school or class conducted on the Site or in any building; (2) unduly disrupt the residents in the surrounding neighborhoods; or (3) jeopardize the safety of the students at the Site.

9. **Safe and Productive Environment.**

The City will:

A. Abide by District rules and regulations while on site after they are delivered in writing to City.

B. Ensure that all City staff, instructors, and volunteers are properly screened through DOJ (Live Scan) procedures.

C. Report all incidents to include, but not limited to emergencies, injuries, to person or property (and will be responsible for reporting to appropriate authorities).

10. **Indemnification of District by City.** City agrees to defend, indemnify and hold harmless the District, its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, personal injury, death or property damage, arising from or connected with City's operations or activities pursuant to this Agreement, including any Workers' Compensation suits, liability, or expense arising from or connected with services provided on behalf of City by any person pursuant to, or as a result of, this Agreement. City's duty to indemnify District shall survive the expiration or other termination of this Agreement.

11. **Indemnification of City by District.** District agrees to defend, indemnify, and hold harmless the City its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, personal injury, death or property damage, arising from or connected with District's operations or activities, including any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of District by any person pursuant to, or as a result of, this Agreement. District's duty to indemnify City shall survive the expiration or other termination of this Agreement.

12. **Insurance.** The parties hereto shall provide insurance coverage in the amounts and in accordance with the terms specified in this Section. Either or both of the parties may elect to self-insure all or any part of its obligations pursuant to this Agreement.

A. Without limiting each party's indemnification of the other, each party shall provide and maintain throughout the term of this Agreement, at its own expense, the following insurance coverages. Each party's insurance or self-insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other party.

B. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent for self-insured entities) with limits of not less than the following:

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$1 million
Personal & Advertising Injury:	\$1 million
Each Occurrence:	\$5 million

(2) Auto Liability insurance (written ISO policy form CA 00 01 or its equivalent for self-insured entities) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or cover for "any auto."

(3) Workers' Compensation and Employers Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, for which each party is responsible. In all cases, the above insurance also includes Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

**13. Failure to Maintain Coverage.** Failure by either party to maintain the required insurance or self-insurance or to provide evidence of insurance or self-insurance as required pursuant to this Agreement shall constitute a material breach of this Agreement.

Notification of Incidents, Claims or Suits: Each party shall report to the other:

A. Any accident or incident relating to activities undertaken pursuant to this Agreement that involve injury or property damage that may result in the filing of a claim or lawsuit against the City and/or District. Such report shall be made in writing within twenty-four (24) hours of occurrence.

B. Any third-party claim or lawsuit filed against either party arising from or related to activities undertaken pursuant to this Agreement.

**14. Evidence of Insurance.** Each party shall deliver Certificate(s) or other evidence of coverage to the other at the following addresses:

To City: City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706  
Attention: Assistant City Manager

To District: Covina-Valley Unified School District  
519 East Badillo Street  
Covina, CA 91723  
Attention: Chief Business Officer

Such certificate(s) or other evidence of coverage shall be required prior to commencing activities pursuant to this Agreement and shall:

- 1) Specifically identify this Agreement.
- 2) Provide clear evidence of all coverages required in this Agreement.
- 3) Contain the express condition that each party is to be given written notice by mail at least thirty (30) days in advance of cancellation, termination, or change in limits of any policies evidenced on the certificate.
- 4) Include copies of the additional insured endorsement to the general liability policy, showing the other party as an additional insured for all activities arising from this Agreement. If self-insurance is utilized, in lieu of an additional insured endorsement form, this Agreement shall confirm the other party shall be considered to be an additional covered party under such self-insurance coverage.

Insurer Financial Ratings: Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII unless otherwise approved by the other party.

15. Attorneys' Fees and Costs. If legal action is brought by either party to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, costs, and expenses.

16. Notices. All notices or other correspondence sent or required to be sent pursuant to this Agreement shall be in writing and shall be delivered by certified United States mail, postage prepaid, and addressed to the party or parties as indicated in this Section or by reputable overnight delivery service (such as Federal Express). Any such notice or other correspondence shall be deemed to have been given to the receiving party one (1) business day after delivery to the messenger service for overnight delivery, or the date of delivery or first attempted delivery shown on the return receipt. Any party indicated in this Section may change its address, the person to whom attention shall be directed, by giving notice to the other parties as provided above. Notices or correspondence required or given pursuant to this Agreement shall be addressed as follows:

To City: City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706  
Attention: Assistant City Manager

To District: Covina-Valley Unified School District  
519 East Badillo Street  
Covina, CA 91723  
Attention: Chief Business Officer

17. Amendments. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the City and District.

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force or effect.

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

CITY OF IRWINDALE

By: \_\_\_\_\_

Albert F. Ambriz, Mayor,  
City of Irwindale

District:

COVINA-VALLEY UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_

Sue L. Maulucci, President,  
Board of Education

ATTEST:

By: \_\_\_\_\_

Laura Nieto,  
Chief Deputy City Clerk

ATTEST:

By: \_\_\_\_\_

Robert McEntire,  
Chief Business Officer

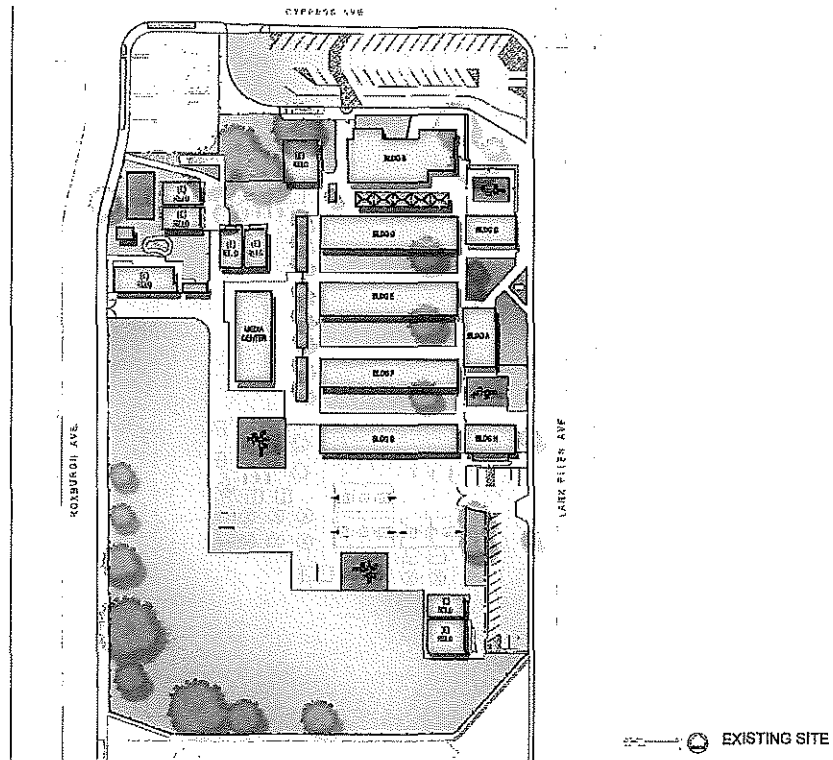
APPROVED AS TO FORM:

By: \_\_\_\_\_

Fred Galante, City Attorney

## Exhibit A

### School Map



LARK ELLEN ELEMENTARY SCHOOL  
COWINA VALLEY UNIFIED SCHOOL DISTRICT



## **Exhibit B**

### **Designated Rooms**

1. Cafeteria/Auditorium
2. Kitchen
3. Restrooms
4. Outdoor area adjacent to classrooms
5. Parking Lot
6. Kindergarten Room
7. Rooms 3, 4, 5, and 6

The City will utilize the east gate entrance to access the designated rooms.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: September 23, 2019

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with FCG Consultants, Inc. for Construction Management & Inspection, Labor Compliance Oversight, and Material Testing Services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-ramp; P-974

---

**City Manager's Recommendation:**

That the City Council approve Amendment No. 1 to Contract Services Agreement with FCG Consultants for construction management, inspection, labor compliance oversight, and materials testing services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-ramp (P-974).

**Background and Analysis:**

The City of Irwindale, in cooperation with Caltrans (California Department of Transportation) and FHWA (Federal Highway Administration), is currently undertaking a program with the goal of reconfiguring the Live Oak Interchange with I-605 (freeway). The major scope of work for this project includes the reconstruction of the I-605 northbound off-ramp at Live Oak Avenue and installation of a traffic signal at this intersection. In addition, the direct ramp to eastbound Live Oak Avenue will be widened to provide dual right turn lanes. This project will include cold milling the existing asphalt pavement, removal and replacement of road bases in the deteriorated areas, resurfacing, re-striping and adjusting utility manholes within the project limits.

On September 12, 2018, the City Council awarded the contract for construction management, inspection, labor compliance oversight, and materials testing services to FCG Consultants. The original contract amount was \$392,399.10 for a total estimated project duration of 12 months. Due to changes in the project scope to coordinate with a future Caltrans project, additional work performed, material source inspections and delays to vendor lead times for traffic signal materials such as traffic signal poles and mast arms the current estimated completion date for the construction of this project is the end of November 2019.


Therefore, an amendment to the existing contract services agreement with FCG Consultants for construction management, inspection, labor compliance oversight, and materials testing is needed to complete the project. Amendment No. 1 will increase the contract amount by \$70,769.72, from \$392,399.10 to \$463,168.82, and extend the contract term from December 31, 2019 to February 28, 2020 to allow sufficient time for project closeout, documentation and reporting, and potential audit review. The contract amount increase will cover additional staff time required complete the project and includes \$35,000.00 for subconsultant ZT Consulting for material source inspection required by Caltrans Division of Material Engineering and Testing Services (METS).

The City Attorney has reviewed and approved Amendment No. 1 to the contract services agreement as attached.

**Fiscal Impact:**

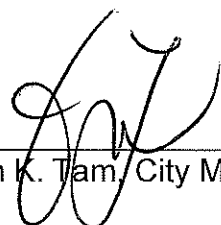
Sufficient funding for this contract services agreement amendment has been budgeted in the Special Mining CIP Construction Account# 13-52-800-45300-8301.

**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

**Prepared By/Contact:** Daniel Co, Assistant Engineer  
**Phone:** (626) 430-2296  
**Reviewed By:** Arsanious Hanna, City Engineer/Building Official

  
William K. Tam, City Manager

**Attachment(s):**

(1) Amendment No. 1 to Contract Services Agreement for Construction Management & Inspection, Labor Compliance Oversight, and Material Testing Services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-ramp; P-974

**AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR  
CONSTRUCTION MANAGEMENT & INSPECTION, LABOR COMPLIANCE  
OVERSIGHT, AND MATERIAL TESTING SERVICES FOR CONSTRUCTION ON  
STATE HIGHWAY I-605 IN LOS ANGELES COUNTY AT THE LIVE OAK AVENUE  
NORTHBOUND OFF-RAMP; P-974**

THIS AMENDMENT TO CONTRACT SERVICES AGREEMENT (this "Amendment"), is dated as of September 23, 2019, by and between the CITY OF IRWINDALE, ("CITY") and FCG CONSULTANTS, INC., 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA 92887 (herein "CONTRACTOR").

**RECITALS:**

A. CITY and CONTRACTOR entered into that certain Contract Services Agreement for Construction Management and Inspection, Labor Compliance Oversight, and Material Testing Services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-Ramp ("Agreement") dated September 12, 2018.

B. The Existing Agreement established a Not-to-exceed total Contract Sum of Three Hundred Ninety-Two Thousands Three Hundred Ninety-Nine and 10/100 Dollars (\$392,399.10) and an Agreement expenditure effective date of December 31, 2019.

C. CITY and CONTRACTOR desire to amend the Existing Agreement in accordance with the provisions of section 7.6 of the Existing Agreement to account for additional work in the amount of Seventy Thousand Seven Hundred Sixty-Nine and 72/100 dollars (\$70,769.72), which increases the total Agreement amount to Four Hundred Sixty-Three Thousand One Hundred Sixty-Eight and 82/100 dollars (\$463,168.82) and to extend the Agreement expenditure effective date to February 28, 2020.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by CITY and CONTRACTOR, and the promises contained herein, it is hereby agreed as follows:

1. Section 2.0 Paragraph 1 of the Existing Agreement is hereby amended by deleting "Three Hundred Ninety-Two Thousands Three Hundred Ninety-Nine and 10/100 Dollars (\$392,399.10)" wherever it appears and replacing it with "Four Hundred Sixty-Three Thousand One Hundred Sixty-Eight and 82/100 dollars (\$463,168.82)".

2. Section 6.0 Paragraph 1 of the Existing Agreement is hereby amended by deleting "December 31, 2019" (which is the Existing Agreement expenditure effective date) wherever it appears and replacing it with "February 28, 2020".

3. Exhibit "B" of the Existing Agreement entitled "Schedule of Compensation" shall be substituted by the "Schedule of Compensation" contained in Exhibit "B" hereto.

4. Except as expressly amended hereby, the Existing Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing Agreement that are not expressly amended by this amendment shall remain unchanged.

[End – Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF IRWINDALE, a municipal corporation

\_\_\_\_\_  
Albert F. Ambriz, Mayor

ATTEST:

\_\_\_\_\_  
Laura M. Nieto, Chief Deputy City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONTRACTOR:**

FCG Consultants, Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address: 22885 Savi Ranch Parkway, Suite G  
Yorba Linda, CA 92887  
\_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_  
\_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐

PARTNER(S) ☐ LIMITED  
☐ GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐  
☐  
☐  
☐

ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR  
OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT "B"**

### **SCHEDULE OF COMPENSATION**

FCG CONSULTANTS proposes to assist the City in this endeavor and to provide engineering, project management and inspection services at the hourly fee schedule listed on the following page. Hourly rates are charged for time expended on research, meetings, telephone and email communication, only for non-regular City Hall time as well as time spent at City Hall performing the services described in Exhibit "A". No hourly fees or mileage will be charged for travel to and from City Hall.

For the services rendered pursuant to this Agreement, FCG CONSULTANTS shall be compensated at a not-to-exceed total Contract Sum of Four Hundred Sixty-Three Thousand One Hundred Sixty-Eight and 82/100 dollars (\$463,168.82). The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing. Payments for services shall be made within thirty (30) days of receipt of FCG CONSULTANT's invoice.





FCG Consultants Inc.			City of Irwindale	
Construction Management and Inspection Services			RFQ	
Revised Cost Proposal - August 29, 2019			I-605 Live Oak Ramp Widening Project	
Classification	Hours	Hourly Rate	Cost	
Pre-Construction Phase (5 Working Days)				
Resident Engineer	40	\$ 156.04	\$	6,241.70
Construction Inspector	0	\$ 120.03	\$	-
Office Engineer	40	\$ 84.02	\$	3,360.91
Subtotal	80		\$	9,602.61
Construction Phase (1 Year)				
Resident Engineer	640	\$ 156.04	\$	99,867.12
Construction Inspector	1600	\$ 120.03	\$	192,052.16
Office Engineer	640	\$ 84.02	\$	53,774.60
Subtotal	2,880		\$	345,693.89
Post-Construction Phase (5 Working Days)				
Resident Engineer	40	\$ 156.04	\$	6,241.70
Construction Inspector	0	\$ 120.03	\$	-
Office Engineer	40	\$ 84.02	\$	3,360.91
Subtotal	80		\$	9,602.61
FCG Total			\$	364,899.10
Subconsultants				
Materials Testing - DBE	MB Pro	5.94%	\$	27,500.00
			\$	-
		Original Contract Amount	\$	392,399.10
Additional Costs				
Resident Engineer	80	\$ 156.04	\$	12,483.39
Construction Inspector	180	\$ 120.03	\$	21,605.87
Office Engineer	20	\$ 84.02	\$	1,680.46
Source Inspection - ZT Consultants			\$	35,000.00
Subtotal	280		\$	70,769.71
		Total Cost (NOT TO EXCEED)	\$	463,168.82
Limitations & Conditions:				
Construction duration is estimated at 250 working days with 5 working days for preconstruction and 5 working days for closeout phase.				
Inspectors will be fully equipped with vehicles, computers, and tools and equipment required to perform their tasks.				
Overtime and Weekend work is not included. Overtime is to be charged at 1.5 the above rate.				
Cost proposal is subject to prevailing wage rates, and prevailing wage rate change for Inspectors.				
Miscellaneous expenses includes stationary and other items needed for Construction Management team.				
All costs are subject to negotiation.				

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: September 23, 2019  
To: Honorable Mayor and Members of the City Council  
From: William K. Tam, City Manager  
Issue: Irwindale Community Survey Results Summary

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**City Manager's Recommendation:**

**Receive and file the Community Survey Results Summary.**

**Background and Analysis:**

In May 2019, the City Council requested City Staff to research the feasibility of pursuing an increase to the City's sales tax rate to generate additional revenue for the City's General Fund. City Staff provided the City Council with a presentation listing the county election requirements, timeline, public engagement efforts, and estimated costs for pursuing this sales tax increase measure. On May 22, 2019, the City Council approved Resolution No. 2019-15-3099 approving a contract with Clifford Moss LLC to perform election feasibility and strategic communication services, and approving the budget for the estimated costs of pursuing the sales tax increase measure.

In June 2019, Clifford Moss LLC disseminated informational material to the public via mail, social media, and the City's website informing the public that on July 15, 2019 the City Council would be voting on placing the sales tax increase measure on the ballot for the November 5, 2019 election. Included as part of the informational material disseminated was a survey asking the public to provide input on their priorities for public services the City provides.

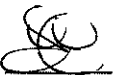
On July 15, 2019 the City Council voted unanimously to approve placing the sales tax increase measure on the November 5, 2019 ballot. The sales tax increase is also alternatively referred to as a "transactions and use tax". All informational material and approved resolutions related to this measure are available on the City's website for public viewing.

Clifford Moss LLC collected all the hard copy and as well as online surveys completed, and summarized the results. The results of the survey are listed in the attached "Community Survey Results" informational flyer. The number one priority for the majority of the Irwindale community is to maintain police service levels and 911 emergency response times.

**Fiscal Impact:**

There is no fiscal impact to receive and file this report.

**Review:**

Fiscal Impact:  (Initial of CFO)

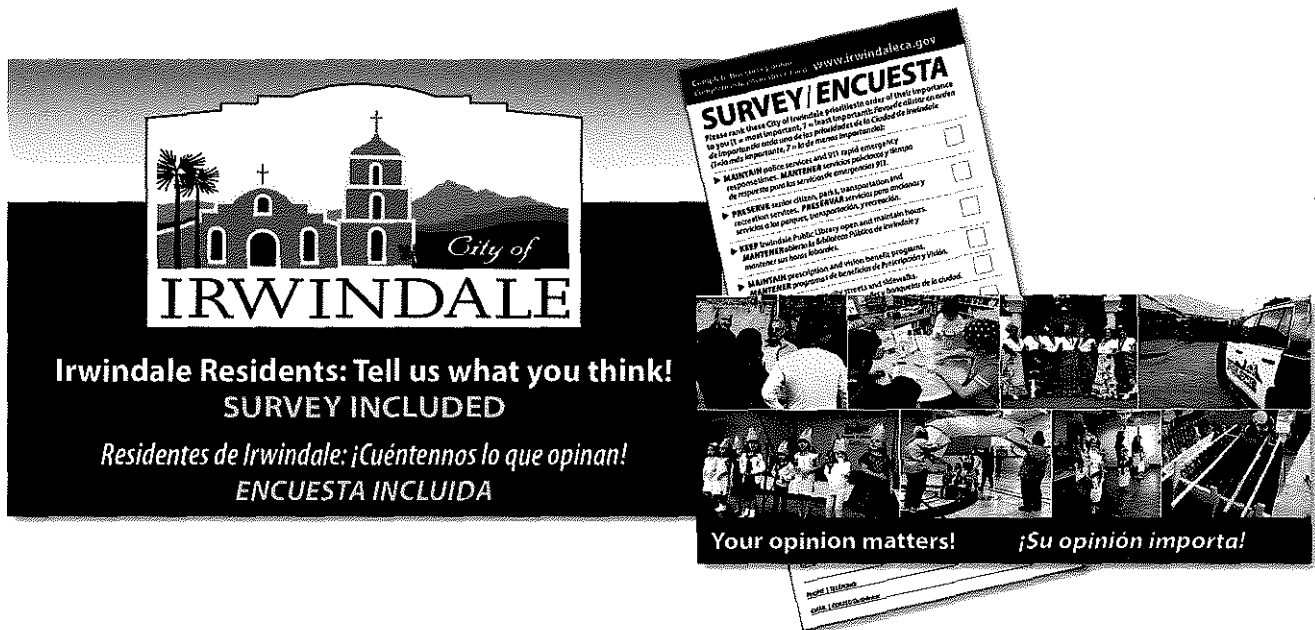
Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

**Prepared By/Contact:** Eva Carreon, Finance Director  
**Phone:** (626) 430-2221

  
\_\_\_\_\_  
William K. Tam, City Manager

**Attachment(s):** Community Survey Results Summary

# Community Survey Results



1

**MAINTAIN** police services and 911 rapid emergency response times. / **MANTENER** servicios policiacos y tiempo de respuesta para los servicios de emergencias 911.

2

**PRESERVE** senior citizen, parks, transportation and recreation services. / **PRESERVAR** servicios para ancianos y servicios a los parques, transportación, y recreación.

3

**MAINTAIN** programs that create jobs and attract local businesses. / **MANTENER** programas que crean trabajos y atraen a negocios locales.

4

**KEEP** Irwindale Public Library open and maintain hours. / **MANTENER** abierta la Biblioteca Pública de Irwindale y mantener sus horas laborales.

5

**MAINTAIN** prescription and vision benefit programs. / **MANTENER** programas de beneficios de Prescripción y Visión.

6

**FIX** potholes/maintain city streets and sidewalks. / **REPARAR** baches/ mantener las calles y banquetas de la ciudad.

7

**OTHER: / OTRO\***

*\*Ranked results based on aggregate of all respondents.*

## Comment Themes:

Be efficient and streamlined, Keep our community safe, Keep our City clean, Admin transparency and accountability, Maintain critical City services and not any extras.

*Summary Provided to Respect Resident Privacy  
Provided as a public service from the City of Irwindale. September 2019.*